

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

CARDSOFT, INC. and CARDSOFT §
(ASSIGNMENT FOR THE BENEFIT OF §
CREDITORS), LLC §

v. §

Case No. 2:08-CV-98-RSP

VERIFONE SYSTEMS, INC.; §
VERIFONE INC.; HYPERCOM CORP.; §
INGENICO S.A.; INGENICO CORP.; §
and INGENICO INC. §

VERDICT FORM

In answering these questions, you are to follow all of the instructions I have given you.

1. **Did CardSoft prove by a preponderance of the evidence that VeriFone, Hypercom, or Ingenico literally infringed the claims of the '945 and '683 patents listed below?**

Answer "Yes" or "No" for each patent claim. If you find the claim infringed, answer "Yes," otherwise, answer "No."

| | VeriFone Infringed? | Hypercom Infringed? | Ingenico Infringed? |
|-----------------------------|------------------------|------------------------|------------------------|
| Claim 11 of the '945 Patent | yes | yes | NO |
| Claim 1 of the '683 Patent | yes | yes | NO |

2. Did VeriFone, Hypercom, or Ingenico prove by clear and convincing evidence that any of the following claims are invalid in view of the prior art?

Answer "Yes" or "No" for each claim. If you find the claim invalid, answer "Yes," otherwise, answer "No."

| | Invalid as Anticipated? |
|-----------------------------|-------------------------|
| Claim 11 of the '945 Patent | <i>NO</i> |
| Claim 1 of the '683 Patent | <i>NO</i> |

ANSWER QUESTIONS 3-7 ONLY IF YOU FOUND AT LEAST ONE CLAIM BOTH INFRINGED AND NOT INVALID

3. Did CardSoft prove by clear and convincing evidence that VeriFone willfully infringed the '945 or '683 Patents?

Answer "Yes" or "No."

NO

4. Did CardSoft prove by clear and convincing evidence that Hypercom willfully infringed the '945 or '683 Patents?

Answer "Yes" or "No."

NO

5. Did CardSoft prove by clear and convincing evidence that Ingenico willfully infringed the '945 or '683 Patents?

Answer "Yes" or "No."

NO

6. For each Defendant, what sum of money do you find that CardSoft proved by a preponderance of the evidence would fairly and reasonably compensate CardSoft for each Defendants' infringement of the claims that you found were infringed and not invalid?

For VeriFone: \$ 13,148,958.00
For Hypercom: \$ 2,245,863.00
For Ingenico: \$0

7. If you awarded money damages in Question 6, what royalty rate, expressed either as a percentage or a per unit amount, did you apply in reaching that amount?

\$ 3 per unit

The jury foreperson should sign and date the Verdict Form and return it to the Bailiff.

June 8, 2012
Date